

TOWN OF WEST HARTFORD  
WEST HARTFORD PUBLIC SCHOOLS  
REQUEST FOR PROPOSAL  
FOR THE PROVISION OF  
TOWNWIDE MULTIFUNCTIONAL DEVICES  
BID #6108F  
December 3, 2009

1. **INTENT AND GENERAL INFORMATION**

- 1.1. The Town of West Hartford in conjunction with the West Hartford Public Schools and West Hartford Libraries are looking to optimize the copier environment and reduced document spend through the standardization of assets, consolidation of assets, balance deployment of multifunctional devices, and addressing outsourced print. The Town of West Hartford, the West Hartford Public Schools and the West Hartford Libraries (herein known as the Town) are looking to partner with a company that can provide the appropriate managed services and cost effective Multifunctional Devices (MFD) to ensure the success of this project and future improvement. The Town is looking for a company who can demonstrate their expertise in managing the copier device environment in order to allow Town employees to concentrate on their core competencies.
- 1.2. The Town of West Hartford provides municipal services to approximately 60,000 residents utilizing 425 employees in 12 locations. West Hartford has an educational community that serves approximately 10,000 school age children in 16 different schools varying from elementary to high schools. The West Hartford Libraries services the same quantity in three locations. Each of the three libraries may require coin-op capable devices.
- 1.3. The objective of this RFP is to enter into an initial agreement with a partnering vendor who will work cooperatively and collaboratively with the Town throughout the term of the contract to provide and maintain the Town's MFD's that exceed Town user expectations in terms of functionality, performance, service, price, and allow the Town to track MFD usage and costs by location and user. This includes, but is not limited to, providing low-priced solutions with MFD's that are easy to use as walk up copiers, as printers (from networked desktop computers), as scanners, as fax machines (walk up or from desktop). MFD's shall provide a variety of finishing options such as sorting and stapling. At times, there is the need for 3 hole punch. It is expected that Town authorized users be able to utilize any of the MFD's supplied under the contract. All MFD leases will be co-terminus, expiring at the end of the agreement. The Town will not sign third party agreements. Environmentally friendly equipment in terms of materials the MFD's are manufactured from, the shipment, as well as energy efficiency will be considered and are desired. The first term for this contract shall be four years (48 months) with up to four (4) one year contract extensions as the same terms and conditions. Most of the devices currently in the Town's fleet will expire April 30, 2010. Most of the devices in the Education and Library fleet will expire June 30, 2010. The data provided is for evaluation and planning purposes. It is an assessment of current copiers (MFD's) and their approximate volumes. The partnering

contractor will assess the various agency/departmental needs to determine actual (right-sized) MFD for that agency's/department's needs.

## 2. **SCOPE OF RFP**

2.1. The Town is interested in the most cost effective solution providing the most functionality to meet the individual office copying needs. It is emphasized that the Town is pursuing a solution that provides in maximum value to the Town through enhanced technology and optimization of such; superior customer services; streamlined and easy to use processes, and low total cost. All proposed MFD's must meet or exceed the minimum specifications contained in this RFP. Bidders are to propose the most cost effective solution they have to offer considering the Town's environment and needs.

2.2. The selected contractor, throughout the life of the contract, at a minimum will:

2.2.1. Meet the goals and objectives outlined in this RFP;

2.2.2. Provide and install multifunctional digital devices (copy, print, fax, scan/sort, collate, staple, and hole punch) to meet or exceed the minimum specifications described in this RFP;

2.2.3. Provide a standard of MFD's across all bands that are consistent and meet all technical requirements during the term of this agreement;

2.2.4. Contractor shall provide maintenance for copiers currently owned by the WHPS. The majority of these machines resides in school libraries and is coin operated along with several Riso machines. The WHPS would like to maintain the machines, as is. Contractors shall provide a per click fee for the *maintenance only* of these machines

2.2.5. Relocate MFD's after initial copier implementation, as necessary, at no charge to the Town;

2.2.6. Remove MFD's after initial copier implementation, as necessary, at no charge to the Town and eliminate billing for such if it's a rental or lease arrangement;

2.2.7. Add or upgrade MFD's in the Town after initial copier implementation, as necessary, at the rates established in the contract;

2.2.8. Provide on-site training for Town users (minimally: copier operation, trouble-shooting, printing from desktop computer to copier, faxing, and scanning) at no charge to the Town.

2.2.9. Provide on-site training for users of accounting/tracking system at no charge to the Town;

- 2.2.10. Provide MFD operation and trouble-shooting documentation (hardcopy quick guides, and full documentation in hardcopy and electronic format);
- 2.2.11. Provide maintenance, repair, and support for all copiers and the accounting/tracking system;
- 2.2.12. Provide and maintain accounting/tracking system that allows copy, print, fax, and scan volume data to be electronically downloaded by the Town, which can generate electronic billing reports for each Town department.
- 2.2.13. Provide monthly reporting, including usage reports for copies, prints, faxes, and scans by location and user, and service call history per MFD – actual and average;
- 2.3. All equipment delivered under this agreement shall be newly manufactured with all new parts. Upon approval from contract administrator, awarded vendor may provide remanufactured equipment in year 4 of the agreement. If extension options are exercised, awarded vendor shall provide newly manufactured equipment.
- 2.4. During the course of the agreement the Town may require installed devices to either be upgraded or downgraded without penalty and/or additional cost to the Town or change in master lease or schedule terms. The Town reserves the right, minimally, to be able to request up to 10% of awarded vendors installed devices to be upgraded or downgraded during the course of the agreement. The pricing shall be based upon the contracted cost of the Device Band the upgrade or downgrade equipment falls into. All other terms of the agreement will remain the same.
- 2.5. During the course of the agreement, due to internal changes within the Town, an installed device may become unnecessary. Similarly, with growth or a new department, additional devices may become necessary. The removal/addition of a piece of equipment may be due, but is not limited to, a re-organization and/or reduction in services provided at that location. If this occurs the Town will not be responsible for any further lease, maintenance or other costs associated with the removal of the MFD. If additional piece of equipment is requested, pricing shall be based on the contracted cost of the device band the new equipment falls into. All other terms of the agreement will remain the same.
- 2.6. All models submitted should not have an end of life expiration during the term of the agreement. Please indicate in your response the anticipated equipment life cycle of each model being offered.
- 2.7. Fleet management and control will be in phases. The first phase is the standardization of copier devices across the Town (Town, WHPS, and Libraries). Town devices will be deployed no later than May 1, 2010. WHPS and Library devices will be deployed no later than July 1, 2010. All products are to be networked and able to be monitored by vendors' print management network management software. In an effort to achieve a future goal, the awarded partner will be required to analyze each of the Town's departments Print devices to develop a fleet

optimization plan. The plan will be based upon the partner's physical audit of each of the Town's print devices, industry standards and right sizing of equipment for each working group. The partner will specifically check that ample electricity, ventilation, network capabilities and other factors required by Federal, State, or Local building codes are available to safely operate the equipment as supplied by the vendor. A written report of any short comings shall be submitted to the purchasing division prior to signing a contract.

- 2.8. Included in the optimization plan will be a project plan and roll out strategy. Cost associated with this requirement shall be included within the cost of the MFD's offered.
- 2.9. The Town is interested in device management that provides single point management of networked copier devices across the Town's network. Minimally, network device management shall be provided for MFD's covered under this agreement. It is desired that all existing network devices (printers, copiers, faxes, and current multifunctional devices) that are SNMP, Printer MIB compliant also be included in network management services to be provided. The services should cover an offering that includes a range of device management services for setup, configure, manage and monitor enterprise devices to ensure that they are up and running and ready for use. All costs associated with providing these services, related software and costs are to be included within the lease and/or maintenance costs submitted in your response. The objective of a device management solution is to provide pro-active maintenance and management services to the end user communities.
- 2.10. Bidders shall provide an effective and comprehensive Maintenance Service Strategy for all MFDs. The successful vendor shall be the sole point of contact for supplying equipment, providing maintenance services, supplies and staff training. Maintenance program shall include, but not be limited to:
  - 2.10.1. All service/maintenance requests shall be received at a centralized support hub and tracked to resolution.
  - 2.10.2. Vendors shall respond to service calls within four (4) hours. If vendor cannot repair device within three (3) business days, comparable loaner equipment must be provided on the fourth (4) day.
  - 2.10.3. The total cost of the maintenance contract shall be included in the per copy charge for the annual estimated volume usage. The service contracts must cover all parts, labor, travel and whatsoever necessary to repair machine, including but not limited to drums.
  - 2.10.4. The vendor shall provide two preventative maintenance inspections per year of each piece of equipment covered by this contract. These preventive maintenance inspections shall be scheduled separate from the normal inspection conducted as part of the repair services. One of the inspections shall take place during the summer and the second shall be in January (or thereabouts). The inspections must not interfere with normal business operations, which may require inspections to be performed before and after school hours.



- 2.10.5. It is anticipated that as the contract ages that the level of service within this area is enhanced to the point of on site technicians that pro-actively through a combination of optimization and device management solutions to address device repairs. If there are more than 5 service calls on a particular device within 30 days, the contractor and the department designee will evaluate whether to replace machine.
- 2.10.6. Supplies Management should control, deliver, install and consolidate the procurement and distribution of supplies for all office copiers across the scope of the RFP (Town, WHPS, and Libraries). The supplies managed by this service shall include but not limited to toner cartridges, developer and other items directly associated with the operation of the Town's MFD technology. The scope of supply management service includes procurement, inventory management, distribution, cost and usage reporting. It is expected that the selected vendor have an appropriate level of inventory available for maintenance services for the Town to ensure optimization of equipment usage. All consumable supplies, except paper, are to be included within your lease/rental and/or maintenance cost per copy rates. Usage patterns and trends are to be analyzed and pro-active adjustments are made to the supplies procurement and delivery processes to optimize service delivery. The integration of Supplies Management service provides a cost efficient and holistic approach to fleet management. As the contract ages, there is the potential that the management of the distribution of all supply items including staples to the installed copiers will be required to ensure non stock out situations.
- 2.10.7. End User Support is a set of managed services to ensure continuous improvement by providing Town employees with the support infrastructure they need, allowing them to focus on their core business instead of their office output infrastructure. Support services are not a stand-alone service offering but provide the underlying support structure for the other service offerings. End User Services should focus on providing the end user with all the support services need to utilize the new environment effectively. Transition Services need to be included in the RFP to help ensure end users are satisfied with the transition to the new services that are being implemented and delivered. Please included within your response end user services to be provided during different phases of the project and on a continual basis. Minimally address the following areas:
- 2.10.7.1. Customer education and training;
  - 2.10.7.2. customer communications;
  - 2.10.7.3. Desk-side assistance and consulting
- 2.11. Help Desk Support is a must service in any MFD offering. Help Desk Support services ensure continuous improvement for the Town by providing employees with the support infrastructure they need, allowing them to focus on their core business instead of office output infrastructure. Help Desk services are tailored to interface efficiently into the Town's environment and management process. These services provide linkages to maintenance escalation, technical support, output device acquisition management and Move/Add/Change management and supplies procurement. Help Desk Support services can be used to provide the

client with a single point of contact. Business policy management is a key function of the Help Desk Support center and ensures that the client's equipment and IT policies are enforced.

2.12. E- Support is web access on line support accessible by the Town and its end users. It is value added tool that the selected vendor has a website dedicated to providing contract specific information. E-Support can be utilized for end user to provide monthly usage information to vendor for management, tracking, and billing purposes.

2.13. Bidders are to include in their response warranty and satisfaction guarantee for each MFD offered.

2.14. Billing Requirements: Each device under this agreement shall be able to capture cost center information for the individual submitting a print job regardless if it is sent via network or walk up. A month to month report detailing the volume generated by workgroups and/or individual users for both printing and copying is required. Reporting shall be used to structure chargeback system which will be able to directly integrate with the Town's Performance Series financial system. This report is critical to continuous improvement throughout the term of the contract. It shall be the vendor's responsibility to complete the chargeback and upload into Performance.

2.15. The Town is configured with both MAC (schools and Library) and PC addresses per user switch port. Network interfaces used by devices in the proposed solution must support the following:

2.15.1. Switched Ethernet environment

2.15.2. 10/100 Mbit speeds

2.15.3. Auto-negotiation

2.15.4. TCP/IP

2.15.5. DHCP configuration of device

2.15.6. Routed environment

2.15.7. Active directory interface

2.15.8. Desktop access/administration

2.15.9. Secure Printing (HIPAA Compliance) – must have capability of holding prints until proper PIN or password is entered and/or secure mailbox access by the user.

2.15.10. Must have internet protocol security (IPSec). Must have an internal configurable firewall or other IP and port filtering function. The proposed system must prevent unauthorized access to the copier and any data (copy, print, scan, and fax) stored in the MFD and any vendor independent certification of these capabilities.

2.15.11. Must have Secure Erase or compatible feature to remove all spool and temporary files created during the operations throughout the system (copier and server)

2.15.12. Must have Postscript and PCL support to enable all platforms and operating systems to printer properly.

2.15.13. Bidders must indicate how many network connections will be required for each device in the proposed solution.

2.15.14. This RFP is not for the services of outsourcing the existing in house BOE Copy/Production Center operations.

### 3. **VALUE ADDED GOALS**

- 3.1. The Town is interested in a Print Asset Management Software solution. The system should be customizable with the ability to assess, optimize, account for and maximize print devices and MFD assets throughout the Town.
- 3.2. The system should have the ability to perform tasks such as:
  - 3.2.1. Discover and locate print devices;
  - 3.2.2. Create a baseline profile of the print environment;
  - 3.2.3. Determine level of print device asset optimization;
  - 3.2.4. Identify underutilized devices;
  - 3.2.5. Determine total print and copy accounting costs minimally for MFD's;
  - 3.2.6. Measure optimization results related to services required under this RFP and manage print environments.
- 3.3. This is a value added item. This is not a requirement for this bid. The Town will be interested in implementing such a program in the near future, possibly during the initial term of the contract. Therefore this item is requested and will be weighted as a value added feature. Bidders are requested to provide separate pricing for this feature, in the event it is not utilized.

### 4. **INSTRUCTIONS FOR BIDDERS:**

- 4.1. Sealed Bids will be received in the Purchasing Division Office, Room, Town Hall, 50 South Main Street, West Hartford, Connecticut on January 28, 2010 at 2:00 PM
- 4.2. Complete bids shall include the attached Bid forms along with their detailed bid as further defined in this Request for Proposal. Proposals, including bonds, shall be enclosed in a sealed envelope and clearly marked with "Bid 6108F Town wide Multifunctional Devices, the name of the contractor submitting bid, date and time for bid acceptance.
- 4.3. Addenda and Interpretations: Any request from a prospective bidder for interpretation of meaning of the Invitation to Bid shall be made in writing to Tammy Bradley via e-mail [tammyb@westhartford.org](mailto:tammyb@westhartford.org) or fax 860-561-7479 and must be received at least three (3) days prior to date fixed for pre-bid conference (12/10/09). It is the intent to have contractors familiar with the project prior to the pre-bid conference in an effort to provide clarification at the conference. All questions will be presented at that time. Any addenda will be based on discussions derived at the conference.
- 4.4. Contractors are required to attend the **Mandatory** pre-bid meeting as this will be the only time for clarifications. The pre-bid conference will be held December 15, 2009 at 10:30 AM in room 400 of Town Hall, 50 South Main Street, West Hartford. The Town reserves the right to reject any bid that does not meet these requirements.

- 4.5. Not later than three (3) days prior to date fixed for opening of this ITB, addenda will be mailed to all persons who attended the mandatory conference. Bids shall be deemed incomplete if contractor does not acknowledge the receipt of all addenda.
- 4.6. Bid Bond: The Proposal must be accompanied by a bid bond which shall be not less than ten (10) percent of the amount of the base bid for the first year of the contract. The bid bond shall be prepared in a form acceptable to the Town, duly executed by the bidder as principal and having a surety thereon which shall be acceptable to the Town. A certified check made in the name of the Town of West Hartford is also an acceptable bid surety. Please use current copier usage to determine approximate annual costs.
- 4.7. Site Conditions: All bidders shall inspect facilities and familiarize themselves with the work required; Town's print devices, industry standards and right sizing of equipment for each working group. Specifically checking that ample electricity, ventilation, network capabilities and other factors required by Federal, State, or Local building codes are available to safely operate the equipment as supplied by the vendor. A written report of any short comings shall be submitted to the purchasing division prior to signing a contract.
- 4.8. Submission of a bid shall be deemed conclusive evidence that such an inspection has been made by each bidder and shall constitute a waiver by each of all claims of error in bid, withdrawal of bid, or payment of extras, or combination thereof, under the executed contract, or any revision thereof. Requests for access to IT servers shall be made in writing not less than three (3) days prior to pre-bid meeting. Contractors shall include description of data to be gathered as well as how access is achieved (thumb drive). Contractors will have limited access to current equipment and staff to ascertain needs of organization. List of current equipment and location is provided for evaluation purposes. Contractor is expected to "right size" taking into consideration: quantity, band, and capabilities for each department.
- 4.9. Contract Implementations: Bids shall include a detailed description of contract implementations. Description shall include, but not be limited to disbursement of equipment and education/training of Town/BOE staff but should also include target dates and timelines. Data provided are for evaluation purposes. The awarded contractor will be required to right size the equipment for each agency/department so that the employees can concentrate, and excel, in their core competencies.
- 4.10. Town's Right to Terminate
- 4.10.1. If the contractor is adjudged as bankrupt or insolvent, or it makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the contractor or for any of his property, or if it files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if it repeatedly fails to supply sufficient skilled workmen or suitable equipment, or if he repeatedly fails to make prompt payment to subcontractors for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of the Town or if he otherwise violates any provision of the contract documents, then the Town may, without prejudice to any other right or remedy and after giving the contractor and his surety seven days written notice, terminate the services of the contractor.
- 4.10.2. Where the contractor's services have been so terminated by the Town, said termination shall not affect any rights of the Town against the contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Town due the contractor will not release the contractor from liability.

4.11. Contractor's Right to Stop Work or Terminate If, through no act or fault of the contractor, the work is suspended for a period of more than ninety days by the Town or under an order of court or other public authority, or, notwithstanding a dispute regarding payments, the Town fails to act on any application for payment within forty-five days after it is submitted, or, notwithstanding a dispute regarding payments, the Town fails to pay the contractor any approved sum within forty-five days of its approval and presentation, then the contractor may, upon seven days written notice of the Town, terminate the contract. In addition to and in lieu of terminating the contract, if the Town has failed to make any payment as aforesaid, the contractor may upon seven days notice to the Town stop services pursuant to the contract until the contractor has been paid all amounts then due.

4.12. Invoicing and Payments: Upon presentation of an accepted invoice, the Town will remit payment for services rendered for the period ending the last day of the month. Assuming the request for payment is made in accordance with appropriate provisions of the Contract Documents payments will be rendered within thirty (30) days after which the invoice has been submitted. The invoice shall delineate any adjustments due to extra work approved by the Town and beyond the requirement of the contract documents and credits due to the assessment of liquidated damages or other credits provided for herein. Electronic invoicing requirements are further explained in section 2 (Scope).

## 5. Proposals:

5.1. Respondents to this RFP are hereby notified that all proposals submitted and information contained therein and attached thereto will not become public information until selection of successful respondent.

### 5.2. Submission and Deadline:

All proposals must be received by January 28, 2010 at 2:00 PM. One original and five (5) copies shall be submitted to:

Chris Johnson, Purchasing Agent

Town of West Hartford

Purchasing Division, Room 223

50 South Main Street

West Hartford, CT 06107

5.3. Contractors are required to attend the **Mandatory** pre-bid meeting as this will be the only time for clarifications. The pre-bid conference will be held December 15, 2009 at 10:30 AM in room 400 of Town Hall, 50 South Main Street, West Hartford. The Town reserves the right to reject any bid that does not meet these requirements. All questions (general, procedural, or technical) regarding this RFP shall be directed to Tammy Bradley, Buyer, Purchasing Division, 860-561-7472 or [tammyb@westhartford.org](mailto:tammyb@westhartford.org) no later than three (3) days prior

to the Pre-bid meeting. Questions will be discussed and clarified during pre-proposal conference. Any addenda will derive from the pre-proposal conference. Proposals will not be accepted from individuals who do not attend the pre-proposal conference.

- 5.4. All firms who download a copy of this RFP but who decide not to offer a Proposal to the Town of West Hartford are asked to submit a negative reply. Specific comments and observations are encouraged.

5.5. Packaging

- 5.5.1. The *original* proposal along with five (5) copies shall be placed in **one sealed envelope**, bearing the name and address of the respondent and clearly marked with the words "RFP: Town wide Multifunctional Devices Bid # 6108F".

5.6. Organization and Content

- 5.6.1. The Town will not be liable for any costs incurred in the preparation of the response to this request. Proposals must be bound, paginated, indexed and numbered consecutively. The firm's authorized official must sign all proposals. Response shall be formatted to identify each of the items in Section 2 Scope of RFP. The supplier shall provide all information requested. If the item requires that additional documentation be provided, the response must reference the specific location within the documentation that contains the required information. Also, the full version of the referenced document must be included in the response.
- 5.6.2. The proposal must also provide name, title, address, and telephone numbers including FAX numbers for 1) the individual with authority to negotiate and contractually bind the firm, and 2) for those who may be contacted for the purpose of clarifying the information provided therein. No original material should be submitted as all proposal submissions and materials become property of the Town and will not be returned. If identified, the Town will take necessary measures to keep proprietary information confidential. Contractors are to be advised once documents are submitted to the Town it is subject to Freedom of Information guidelines.

6. Respondents shall submit as their proposal the following:

6.1. Section 1: Submittal Letter

- 6.1.1. Respondents shall submit a cover letter, addressed to Chris Johnson, Purchasing Agent, signed by an authorized principal or agent of the respondent, which provides an overview of the respondent's offer, as well as the name, title, fax number, e-mail address and phone number of the person to whom the Town may direct questions concerning the proposal. The letter should also include a statement by the respondent accepting all terms and conditions contained in this request, signed by an officer or other individual with authority to bind the firm.



## **6.2. Section 2: Detailed Proposal including:**

- 6.2.1. References and Experience: Please provide a detailed written summary of the respondent's experience and capability in providing similar operating services elsewhere, especially experience in providing services to municipalities. The references should be from organizations in which the program is currently operational.
- 6.2.2. Transition/Implementation Plan: Describe the plan for transitioning from the existing contractor that ensures minimal disruption. The plan should include detailed discussions of implementation, equipment deployment, and end user education and training.
- 6.2.3. Customer Service and Staffing Plan: Describe how the contractor intends to meet the service criteria defined in Section 2, Scope of RFP. This description shall include equipment description and how it will optimize the copier output; as well as how the contractor will staff the assignment including position descriptions, levels of responsibility and experience and background.
- 6.2.4. Equipment: Provide an inventory of all equipment the contractor will provide include equipment description, manufacturers name and model number. Equipment description shall also include Equipment Life Cycle, any features (such as auto-feed, stapling, collating).
- 6.2.5. Financial Stability: Contractor to provide past three (3) years audited financial statements.
- 6.2.6. Technology: Contractor to define various technological components of providing scope of service. Including but no limited to software to maintain various reports, usage, and invoicing management systems as defined in Section 2, Scope of RFP.

## **6.3. Section 3: Fee Proposal Terms**

- 6.3.1. All respondents are required to submit a fee proposal (Bid Submission Form) for all services outlined in the scope of services. The fee shall include all materials, supplies, personnel and whatsoever necessary as described herein. The selection committee will be awarding based on total cost of ownership. Please include any maintenance costs. The Town is exempt from the payment of excise taxes, transportation and sales taxes imposed by the Federal Government and/or the State of Connecticut. Such taxes must not be included in the fixed fee. The Town reserves the right to negotiate fees and payment schedules with the selected respondent. There shall be no additional fees for delivery. All deliveries shall be FOB Destination, Inside Delivery. All equipment shall be delivered and installed, ready for use.



#### **6.4. Section 4: Required Forms**

6.4.1. Taxpayer's Identification Number: Every respondent, whether an individual, proprietor, partnership or a non-profit corporation or organization must fill out and submit with their proposal the Internal Revenue Service Form W-9, *Request for Taxpayer Identification Number and Certification*. Or register online at [www.west-hartford.com/e-proc](http://www.west-hartford.com/e-proc) .

6.4.2. Certificate of Insurance: A certificate of insurance shall be submitted naming the Town of West Hartford and meeting the requirements of section.

6.4.3. Bid Bonds – See above, section 4.

6.4.4. The Respondent must sign all Proposals. Unsigned proposals cannot and will not be considered.

### **7. PROPOSAL EVALUATION**

#### **7.1. Selection Criteria**

The following criteria will be used, without limitation, in determining the successful contractor:

7.1.1. The Respondent's technical understanding of the project, its purpose, scope and field as evidenced by the quality of the proposal submitted, operational plan, staffing plan and equipment list. This shall include the background and experience of the Respondent in providing similar services elsewhere, including the level of experience in working with municipalities and/or other governmental bodies of similar size, and the quality of services performed, either for the Town or for other municipal or private sector clients. Respondents are asked to respond to each item delineated in Section 2, Scope of RFP. If items are not part of base fees, please indicate in your proposal any additional fees.

7.1.2. Competitiveness of proposed fee, although the Town is not bound to select the respondent who proposed the lowest fees for services, the Town reserves the right to negotiate fees with the selected respondent. Respondents shall indicate exactly what is included in each fee. The selection committee will evaluate fee on a Total Cost basis.

7.1.3. The quality and effectiveness of the transition plan to implement the service with minimal disruption of service quality; including but not limited to explanation of assessment processes and deployment of equipment; the quality and effectiveness of your customer service plan, training of employees, and the background, qualifications, and relevant experience of individuals designated to provide services defined in the scope of service. Proposal shall include examples of how contractor has overcome difficulties and obstacles. [Example: Contractor is asked to describe in detail how they have assisted other communities to achieve various copying

output goals. or Contractor to define how it intends to meet the upgrade/downgrade criteria.]

- 7.1.4. Contractor History: Contractor will be evaluated on quality and effectiveness copier fleet management program; Financial Stability, based on past three (3) years audited financial records; and review of references from other clients as provided in the proposal submitted, the references should be from organizations in which the program is operational; and determination that the contractor has no contractual relationships which would result in conflict of interest to the Town's contract.

*Proposals in response to this request will be reviewed against the criteria listed above, and award of contract shall be made in accordance with standard purchasing procedures.*

## 7.2.Selection Procedures

- 7.2.1. The Purchasing Agent reserves the right to reject any or all proposals or parts thereof for any reasons, to negotiate changes to proposal terms, and to waive minor inconsistencies with the RFP.
- 7.2.2. A Selection Committee will assist the Purchasing Agent in choosing the successful respondent to deliver the requested services. Respondents submitting the best proposals may be invited to an interview with the Selection Committee prior to final recommendation for contract award. The Town reserves the right to make an award solely on the basis of the proposals submitted.
- 7.2.3. The Town intends to negotiate and enter into a contract with the most responsible respondent whose proposal is determined to be in the best interest of the Town.
- 7.2.4. Due to current contract expiration, equipment lead times, and/or analytical schedule, the Town intends to make an immediate award of the contract with the understanding that scope of services will not be rendered until a later date, i.e., the contract may be awarded in March, however, services may not be rendered until May 1 and July 1.

## **8. PRINCIPALS/COLLUSION**

By submission of a proposal, the respondent does declare that the only person or persons interested in this proposal as principal or principals is/or, are named therein and that no other person other than therein mentioned has any interest in this proposal or contract to be entered into; that this proposal is made without connection with any person, company or parties making a proposal, and that it is in all respects fair and in good faith without collusion or fraud.

9. BID FORMS

9.1. INFORMATION

Bid of \_\_\_\_\_ BIDDER,

(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

and \_\_\_\_\_

(Telephone Number of Contractor)

FOR THE \_\_\_\_\_ AT THE TOWN OF  
(Name of Project)

WEST HARTFORD, CONNECTICUT.

To: Town of West Hartford

Chris Johnson, Purchasing Agent

Room 223

50 South Main Street

West Hartford, CT 06107

This Contractor proposes to furnish all labor, materials, and equipment, and all else whatsoever required to perform all work described in the contract Bidding Documents for \_\_\_\_\_ Bid # \_\_\_\_\_ as amended by the addendum noted below for the amounts shown herein under Schedule of Bids.

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

It is understood and agreed that the Owner has the privilege of rejecting any or all Bids and of waiving informality in any bid.

It is further understood and agreed that this bid shall be irrevocable for ninety (90) calendar days after bid receipt date.

10. CONTRACT TIME

The Contract shall remain in effect from May 1, 2010 through June 30, 2014. The contract may be extended at the same terms and conditions for up to four (4) one (1) year terms. Individual projects within the scope of the Contract shall be assigned to the Contractor by addendum to this Contract and shall set forth start and completion dates for the individual project assigned. Such start and completion dates shall be strictly enforced. Mutual extensions may be granted based on scope of this RFP.

11. BIDDER QUALIFICATIONS

If the Bidder is a Corporation, fill out:

The Bidder is a Corporation, organized under the laws of \_\_\_\_\_ ,

having its principal office at \_\_\_\_\_. The Principal officers of said Corporation, with their titles and addresses, are as follows:

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Bid must be accompanied by either a Certified Check or a Bid Bond, as provided in the Invitation to Bid. If a check is deposited herein, fill out the following:

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(Name of Bank)

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(Address of Bank)	(Amount of Check)
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11.1. The Bidder is required to state that he has done work of a similar character to that included in the proposed Contract, and give references that will enable the Owner to judge his experience, ability to meet completion date, skill and business standing.

11.2. The Bidder is further required to complete the attached "Summary of Work History" for all jobs for which he has signed a construction contract within the past 36 months, providing the name and address of the Project, name and address of the Project Owner, name and address of the Project Architect, Contract amount, and time required for completion.

12. CERTIFICATE OF INSURANCE The Bidder is required to submit a Certificate of Insurance in amounts and types specified in the Insurance Exhibit section or provide a letter (see example located after bid signature page) from the Bidder's insurance agent or broker that such insurance is obtainable

at the time of execution of the Agreement and that a Certificate of Insurance shall be provided to that effect not later than the date of Contract signing.

13. ANTI-COLLUSION No person or persons other than those named herein are interested in this Bid or in the Contract proposed to be taken. Said contract is made without any connection with any other person or persons making any bid for the same work and is in all respects fair and without collusion or fraud. No person acting for or employed by the Town of West Hartford may be directly or indirectly interested therein or in the supplies or works to which it relates, or will receive any part of the profit or any commission there from in any manner which is unethical or contrary to the best interest of the Town.
14. ANTI DISCRIMINATION The Contractor agrees and warrants that in the performance of this Contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, physical impairment or national origin in any manner prohibited by the law of the United States, the State of Connecticut, or the Town of West Hartford.
15. ANTI TRUST ASSIGNMENT The Contractor and/or Subcontractor offers and agrees to assign to the Town of West Hartford and/or the West Hartford Board of Education all right, title and interest in all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. Section 15, or under Connecticut General Statutes 35-24 et. seq., as amended arising out of the purchase of services, property, or intangibles of any kind pursuant to this Contract, or Subcontracts there under. This assignment shall be made and become effective at the time the Town/Board awards or accepts such Contract, without further acknowledgment by the parties. In the alternative, at the option of the Town, the Contractor and/or Subcontractor agrees to pay to the Town its proportionate share of recoveries for anti-trust violations which relate to purchases pursuant to this Contract, or Subcontracts hereunder. The Contractor and/or Subcontractor agree promptly to notify the purchasing Agent of the Town of West Hartford of suspected anti-trust violations and claims.
16. INDEMNIFICATION The Bidder is aware of and agrees that, if awarded this Contract, he is bound by the following indemnification language:

To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Town of West Hartford, the West Hartford Board of Education, their respective boards, commissions, officers, officials, employees, agents, representatives, and servants from any and all suits, claims, losses, damages, costs (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments of any name or nature for:

- 16.1. Bodily injury, sickness, disease, or death; and/or
- 16.2. Damage to or destruction of real and/or personal property; and/or
- 16.3. Financial losses (including, without limitation, those caused by loss of use)

sustained by any person or concern, including officers, employees, agents, subcontractors, material men, or servants of the Town, the Board of Education, or the Contractor, or by the public, which is caused or alleged to have been caused in whole or in part by the negligent act(s) or omission(s) of the Contractor, or any Subcontractor, or material men, or anyone directly or indirectly employed by them in the performance of this Contract or from the inaccuracy of any representation or warranty contained in the Contract Documents. This indemnity shall not be affected by other portions of the Contract relating to insurance requirements.

To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the West Hartford Board of Education, the Town of West Hartford, their respective boards and commissions, officials, officers, employees, agents, representatives, and servants from any and all suits, claims, losses, damages, costs, (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments that may arise out of the failure of the Contractor, its officers, agents, Subcontractors, material men or anyone directly or indirectly employed by them to comply with any laws, statutes, ordinances, building codes, and rules and regulations of the United States of America, the State of Connecticut, the Town of West Hartford, the West Hartford Board of Education or their respective agencies. This undertaking shall not be affected by other portions of the contract relating to insurance requirements.

**BIDDER:**

\_\_\_\_\_  
COMPANY

**BIDDER MUST SIGN. FAILURE TO PROVIDE  
AN ORIGINAL SIGNATURE WILL RESULT IN  
REJECTION OF THE BID.**



\_\_\_\_\_  
SIGNATURE BY DULY AUTHORIZED  
(SEAL)

**THE BIDDER AGREES THAT BY AFFIXING  
THEIR SIGNATURE TO THIS REQUEST FOR  
BIDS, THE AUTHORIZED SIGNATORY  
GRANTS APPROVAL TO THE TOWN OF  
WEST HARTFORD TO OBTAIN THIRD  
PARTY CREDIT REPORTS FOR THE  
PURPOSE OF ASSESSING THE FINANCIAL  
CAPACITY OF THE BUSINESS ENTITY  
TENDERING SUCH BID TO THE TOWN.**

\_\_\_\_\_  
PRINT OR TYPE NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
FAX

\_\_\_\_\_  
FEIN #

BID FORMS TO BE SUBMITTED IN DUPLICATE



17. INSURANCE AGENT CERTIFICATION OF INSURANCE COMPLIANCE

TO:                      Town of West Hartford  
                             Chris Johnson  
                             Purchasing Agent

FROM:

CLIENT:

DATE:

Dear Mr. Johnson:

In accordance with the "Bid Form", please be advised that my client currently has or will have by the date of the execution of the Agreement for this project, a Certificate of Insurance in amounts and types as specified in the Insurance Exhibit section of the Contract Documents.

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Signature

Authorized Broker or Agent